

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WHAM BAM SYSTEMS, LLC,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A",

Defendants.

Case No. 24-cv-7145

Judge April M. Perry

Magistrate Judge Keri L. Holleb Hotaling

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Wham Bam Systems, LLC (“Plaintiff”) against the Defendants identified on Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the Defendants identified on the Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Plaintiff's federally registered SLAP MAT trademark (Reg. No. 6,193,462) (the "Slap Mat Trademark") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using infringing and/or counterfeit versions of the Slap Mat Trademark. *See* Docket No. 10-3 through 10-5, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing, and able to ship its infringing and/or counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the Slap Mat Trademark.

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*).

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Slap Mat Trademark or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Slap Mat Trademark;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the Slap Mat Trademark;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the Slap Mat Trademark, or any reproductions, counterfeit copies or colorable imitations.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Alibaba Group Holding Ltd., Ant Group Co. Ltd., and AliExpress E-Commerce One Pte. Ltd. (individually and collectively "Alibaba"), Amazon.com, Inc. and Amazon Payments, Inc. (individually and collectively ("Amazon"), eBay, Inc. ("eBay"), Fruugo Ltd. ("Fruugo"), LL Pay U.S., LLC d/b/a "LianLian Global," LianLian Bao (Hangzhou) Information Technology Co., Ltd., and Lianlian Yintong Electronic Payment Co., Ltd. (individually and collectively "LianLian"), Newegg Commerce, Inc. ("Newegg"), Payoneer Global Inc. ("Payoneer"), PayPal, Inc. ("PayPal"), Stripe, Inc. ("Stripe"), Walmart, Inc. ("Walmart"), and Whaleco Inc. d/b/a "Temu.com" ("Temu") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:

- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the Slap Mat Trademark; and
- b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Slap Mat Trademark or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the Slap Mat Trademark.

3. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Slap Mat Trademark.
4. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants for their willful use of a counterfeit Slap Mat Trademark on products sold through at least the Defendant Internet Stores in the amount listed in the "Judgment Award" column next to each Defaulting Defendant on Schedule A attached hereto. Each award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including but not limited to Alibaba, Amazon, eBay, Fruugo, LianLian, Newegg, Payoneer, PayPal, Stripe, Walmart, and Temu, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the damages awarded in Schedule A, below) or other of Defaulting Defendants' assets.
6. All monies (up to the damages awarded in Schedule A, below) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Alibaba, Amazon, eBay, Fruugo, LianLian, Newegg, Payoneer, PayPal, Stripe, Walmart, and Temu, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including Alibaba, Amazon, eBay, Fruugo, LianLian, Newegg, Payoneer, PayPal, Stripe, Walmart, and Temu, are ordered to release

to Plaintiff the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.

7. If all monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers, do not satisfy the entire above-identified damages, such accounts shall remain restrained and any additional monies received into those accounts in the future shall continuously be released to Plaintiff as partial payment of the above-identified damages and the Third Party Providers are ordered to continue to release those monies to Plaintiff until the entire above-identified damages amount has been satisfied. Although the financial accounts shall remain restrained, nothing herein shall restrict the Defaulting Defendants from operating the associated Online Marketplace Accounts to sell products unrelated to Plaintiff or bearing the Slap Mat Trademark.
8. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
9. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses provided for Defaulting Defendants by third parties.
10. The ten-thousand-dollar (\$10,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Saper Law Offices, LLC. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Default Judgment.

Dated: March 5, 2025



April M. Perry
United States District Judge

Schedule A

Def. No.	Market-place	Defendant Name	Merchant ID	Product ID	Judgment Award
2	Alibaba	Shenzhen Lankeda Technology Co., Ltd.	3dprint	1600666530688	\$1,000.00
3	Aliexpress	Digital Good Store	1100464739	3256803550900017 3256803551152720 3256803551199888 3256803551326827 3256804843382068	\$1,000.00
4	Aliexpress	Digital Zone Store	1100497720	3256803470873647 3256804112766196 3256805221155804	\$1,000.00
7	Aliexpress	OriginalDigital Store	1101055667	3256804988049494	\$1,000.00
8	Aliexpress	Aokin Store	1101213167	3256804495072323	\$1,000.00
11	Aliexpress	AOKIN DiyZone Store	1101256418	3256803098671012	\$1,000.00
16	Aliexpress	Unique Solution Retail Store	1101445941	3256802835364602	\$1,605.00
22	Aliexpress	Diy-Tech Store	1101872804	3256804988408345	\$1,000.00
23	Aliexpress	toaiot Official Store	1102965001	3256805636821728	\$16,587.00
24	Aliexpress	CW 3D Printing Store Store	1103064008	3256805823592348 3256805937817081	\$1,000.00
25	Amazon	Necus	A14KCL20AMSVI7	B0CB1T226D B0CB1TPPQF B0CB1W7YMH	\$1,000.00

26	Amazon	enshishiqiunashangmaoyoux iangongsi	A14Q55OMCQ14A0	B0D1KPMG7W	\$1,000.00
27	Amazon	EverGreen Market	A173B1R9NGNY8S	B09P4FNF1S	\$135,699.00
				B0BLYZBLQG	
				B0BQYNM8SQ	
32	Amazon	CHPOWER	A1LBN2V0Z4JGUA	B09PQN18B6	\$83,300.00
				B09W4D9XBV	
34	Amazon	Btkige	A1NI2Z6I29P3R3	B0BWHLF2JC	\$1,000.00
39	Amazon	Ultra-high lift	A2AARSF9DLZSHB	B0CQRS15MP	\$1,000.00
48	Amazon	Crealty Authorised Tech Store	A2Y8T89WMKJORZ	B09BF3FNSF	\$8,133.00
51	Amazon	beerty	A33M0HWAYCR4L5	B0CPS6Q3GM	\$1,000.00
52	Amazon	HRUIaq	A350A9ECCDYNJZ	B0D2V64CG9	\$1,000.00
55	Amazon	zlijadf	A3B4IPZ9XGIDP6	B0D268RV4W	\$1,000.00
60	Amazon	Shenzhen Eewolf	A3E63NGXHU4C1	B08HD5MKRQ	\$12,705.00
63	Amazon	shiduoliwujin	A3G5JSCPKNQSB	B0CG6B6CVY	\$1,000.00
71	Amazon	fengUSseta	A3MQ57ZDNGBVOY	B0CR1V421F	\$1,000.00
72	Amazon	weifangfenggushangmao	A3V4B8JO0DSAZA	B0BWDZC48W	\$1,000.00
				B0BWF148F8	
				B0BWF3C8WN	
82	Amazon	lanema	AK2E6T1K0IJ6E	B0CQ3K7SMD	\$1,000.00
86	Amazon	ciera trading	ATMT8M1WLTBUG	B0C59F4N5S	\$2,238.00
92	eBay	kup226	kup226	335282658505	\$1,000.00
				335358475303	
93	eBay	lvvway	lvvway	404438578189	\$1,000.00
94	eBay	lymnxa	lymnxa	175855949116	\$1,000.00
96	eBay	PanaratchShop	panaratchshop	395355690864	\$1,000.00
97	eBay	rexcca	rexcca	134697255697	\$1,000.00
98	eBay	shushu9	shushu9	375459782653	\$1,000.00
99	eBay	skmgcc	skmgcc	364712435603	\$1,000.00
100	eBay	swcyzz	swcyzz	305381029212	\$1,000.00
103	eBay	yanyan66 8	yanyan668	126420847122	\$1,000.00
104	Fruugo	QingFeng	14781	mat-resin-p- 276286899- 614169488	\$1,000.00
				slap-mat-p- 176171462- 376582087	
105	Fruugo	ESTONE	14782	slap-mat-p- 298931047- 669064337	\$1,000.00
106	Fruugo	Chengduyuhangkejiyouxiang ongsi	18794	slap-mat-p- 267462844- 591169527	\$1,000.00
107	Newegg	GGStore	GGStore	298-00C2-00XV5	\$1,000.00
110	Newegg	N-Tiger	N-Tiger	298-00F6-02245	\$1,000.00
				298-00F6-02249	
				298-00F6-02253	
				298-00F6-02257	
112	Newegg	XUEDIAN WENHUA	XUEDIAN-WENHUA	298-00F6-024P4	\$1,000.00
				298-00F6-024R1	

				298-00F6-024R5	
				298-00F6-024R9	
113	Other	3DPrima	www.3dprima.com	silicone-slap-mat-410-x-310-mm 26505 7950	\$1,000.00
115	Other	Green Stuff World	www.greenstuffworld.com	3029-silicone-cleaning-mat-410x310mm	\$1,000.00
116	Temu	FYSETC	634418212979988	601099540794948	\$1,000.00
123	Walmart	HRHousruse	101460325	5588977510	\$1,000.00
				5772211454	
				5785259960	
131	Walmart	TaiYuanShiXiuYangShang Mao	101597088	5970703280	\$1,000.00
135	Walmart	JIASA	101608783	5627154112	\$1,000.00
136	Walmart	LaMaz	101610657	5511926665	\$1,000.00
				5661120458	
				5663823120	
140	Walmart	Yueyuetong	101646537	5493635769	\$1,000.00
				5626756079	
				5743275567	
				6006512445	
141	Walmart	huazhentaishan	101646743	5766825707	\$1,000.00
				6062274942	
142	Walmart	jinanyongbeidianzi	101661538	6692864352	\$1,000.00
144	Walmart	meilichangfushi	101694320	5885492191	\$1,000.00
				5900335842	
				6231767367	
146	Walmart	JSWYGL	102478106	5834195785	\$1,000.00
				6163170760	
				6163822779	
148	Walmart	chidiankejiyouxiangongsi	102512570	7079813505	\$1,000.00
149	Walmart	libiaoshangmao	102513850	6976761347	\$1,000.00
				6986073950	
				7021410455	
150	Walmart	xiongdingshangmaogongsi	102515894	7019764677	\$1,000.00
				7028603639	